UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD, Petitioner, v. GEORGE M. HART dba SAN DIEGO CABINETS, ALLAN M. HOMES and CHARLES A. HOMES dba A.M. HOMES PRE-HUNG DOORS; and HOMES & SONS, THOMPSON CABINETS, INC., CROSS CABINET & DOOR COMPANY, RONALD H. SANDOVAL dba RONDELL PARKINSON CABINET SHOP, and KITCHEN CABINETS, INC., Respondents.	)	No. 71-1021

J U D G M E N T

Before: Barnes and Merrill, Circuit Judges, and Thompson, District Judge.*

THIS CAUSE came on to be heard upon the application of the National Labor Relations Board to enforce its order issued June 24, 1970, against the above-named Respondents,

* The Honorable Bruce R. Thompson, United States District Judge, District of Nevada, Reno, Nevada, sitting by designation, expressed tentative approval of an order to enforce the petition, but, due to illness, did not participate in, or join in, this opinion herein filed.

their officers, agents, successors, and assigns. On November 24, 1971, the Court, having considered the briefs and transcript of record filed in this cause, and being fully advised in the premises, handed down its decision granting enforcement of the Board's order. In conformity therewith, it is hereby

ORDERED AND ADJUDGED by the United States Court of Appeals for the Ninth Circuit that Respondents George M. Hart dba San Diego Cabinets, Allan M. Homes and Charles A. Homes dba A.M. Homes Pre-Hung Doors; and Homes & Sons, Thompson Cabinets, Inc., Cross Cabinet & Door Company, Ronald H. Dandoval dba Rondell Parkinson Cabinet Shop, and Kitchen Cabinets, Inc., their officers, agents, successors, and assigns, shall:

1. Cease and desist from asserting that the wages, hours and working conditions of their employees classified as journeymen millmen and cabinet makers, journeymen finishers, spray gun operators and mill and shop helpers are governed by the 1968-71 agreement between the S.C. Assn. and S.C. Conf. or that the separate identity of

units for collective bargaining purposes consisting of employees within such job classifications has been destroyed by merger into a single multi-employer bargaining unit covered by that agreement;

2. Cease and desist from asserting that any individual, separate agreement or understanding reached between any of the Respondents and Local 2020 of The United Brotherhood of Carpenters and Joiners of America, AFL-CIO (hereinafter referred to as Local 2020) concerning the wages, hours and working conditions of employees within such units is unlawful, void or otherwise enforceable by virtue of any conflict between such agreement and the 1968-71 S.C. Assn.-S.C. Conf. agreement;

3. Meet and bargain with Local 2020 at its request over the wages, hours and working conditions of employees within the units as specified in the Trial Examiner's Decision of April 6, 1970, and, when and if full and final settlement of all issues is reached, reduce such agreements to writing and execute same.

4. Post on each of Respondents'

premises at places where notices to employees are customarily posted copies of the notice attached hereto and marked "Appendix." Copies of such notices on forms furnished by the Regional Director for the 21st Region, Los Angeles, California, shall be signed by an authorized representative of each Respondent and posted immediately upon receipt thereof and maintained for a period of 60 days thereafter. Reasonalbe steps shall be taken to insure that the notices are not altered defaced or covered by other material.

5. Notify the said Regional Director, in writing, within 10 days from the date of this Judgment, what steps it has taken to comply herewith.

ENDORSED, Judgment Filed and Entered Feb. 14 1972

SO ORDERED

/s/ Stanley N. Barnes

/s/ Charles C. Merrill
Circuit Judges

/s/ Bruce R. Thompson
District Judge

/s/ William B. Luck
William B. Luck
Clerk

A TRUE COPY

With Costs in this Court in favor of the Board and against the respondents.

Costs: One-half claimed cost of the brief of the Board. $81.49

ATTEST: MAR 16 1972

William B. Luck
Clerk/

by:

/s/ R.D. Hewitt
Deputy

FILED FEB 14 1972
WM. B. LUCK, CLERK

APPENDIX

NOTICE TO EMPLOYEES

POSTED PURSUANT TO A JUDGMENT OF THE
UNITED STATES COURT OF APPEALS
ENFORCING AN ORDER OF THE

NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT assert that the wages, hours and working conditions of our employees represented by CARPENTERS UNION LOCAL 2020 OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO are those contained in a contract between the Southern California Association of Cabinet Manufacturers and the 12 Southern California Counties Mill Conference for a term extending from 1968 to 1971 or that collective bargaining for our employees represented by Local 2020 shall be conducted on a multi-employer, multi-union basis between representatives of that Association and Conference.

WE WILL NOT assert that the terms and conditions of any agreements or understandings we reach with Local 2020 covering the wages, hours and working conditions of our employees represented by Local 2020 are unlawful, void or otherwise unenforceable

by virtue of any conflict between such agreements and understanding and the terms of the 1968-71 agreement between the Association and Conference.

WE WILL meet and bargain with Local 2020 at its request over the wages, hours and working conditions of our employees represented by it and, when and if we reach full and final settlement of all disputes over the terms and conditions of such employees' wages, hours and working conditions, we will reduce such settlement to writing and sign it.

KITCHEN CABINETS, INC.
(Employer)

Date_____ By_____
(Representative) (Title)

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

Any questions concerning this Notice or compliance with its provisions, may be directed to the Board's Office, 849 South

Broadway, Eastern Columbia Bldg., Los Angeles, Calif., 90014, Telephone No. 688-5200.

APPENDIX

NOTICE TO EMPLOYEES
POSTED PURSUANT TO A JUDGMENT OF THE
UNITED STATES COURT OF APPEALS
ENFORCING AN ORDER OF THE

NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT assert that the wages, hours and working conditions of our employees represented by CARPENTERS UNION LOCAL 2020 OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO are those contained in a contract between the Southern California Association of Cabinet Manufacturers and the 12 Southern California Counties Mill Conference for a term extending from 1968 to 1971 or that collective bargaining for our employees represented by Local 2020 shall be conducted on a multi-employer, multi-union basis between representatives of that Association and Conference.

WE WILL NOT assert that the terms and conditions of any agreements or understandings we reach with Local 2020 covering the wages, hours and working conditions of our empliyees represented by Local 2020 are unlawful, void or otherwise unenforceable by virtue of any conflict between such agreements and

understandings and the terms of the 1968-71 agreement between the Association and Conferences.

WE WILL meet the bargain with Local 2020 at its request over the wages, hours and working conditions of our employees represented by it and, when and if we reach full and final settlement of all disputes over the terms and conditions of such employees' wages, hours and working conditions, we will reduce such settlement to writing and sign it.

ALLAN M. HOMES dba
A. M. HOMES PRE-HUNG DOORS
(Employer)

Date_____ By_____
(Representative) (Title)

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

Any questions concerning this Notice or compliance with its provisions, may be directed to the Board's Office, 849 South Broadway, Eastern Columbia Bldg., Los Angeles, Calif., 90014, Telephone No. 688-5200.

APPENDIX

NOTICE TO EMPLOYEES
POSTED PURSUANT TO A JUDGMENT OF THE
UNITED STATES COURT OF APPEALS
ENFORCING AN ORDER OF THE

NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT assert that the wages, hours and working conditions of our employees represented by CARPENTERS UNION LOCAL 2020 OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO are those contained in a contract between the Southern California Association of Cabinet Manufacturers and the 12 Southern California Counties Mill Conference for a term extending from 1968 to 1971 or that collective bargaining for our employees represented by Local 2020 shall be conducted on a multi-employer, multi-union basis between representatives of that Association and Conference.

WE WILL NOT assert that the terms and conditions of any agreements or understandings we reach with Local 2020 covering the wages, hours and working conditions of our employees represented by Local 2020 are unlawful, void or otherwise unenforceable by virtue of any conflict between such agreements and understandings and the terms of the

1968-1971 agreement between the Association and Conference.

WE WILL meet and bargain with Local 2020 at its request over the wages, hours and working conditions of our employees represented by it and, when and if we reach full and final settlement of all disputes over the terms and conditions of such employees' wages, hours and working conditions, we will reduce such settlement to writing and sign it.

HARRY B. PARKINSON dba
PARKINSON CABINET SHOP
(Employer)

Date_____ By_____
(Representative) (Title)

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

Any questions concerning this Notice or compliance with its provisions, may be directed to the Board's Office, 849 South Broadway, Eastern Columbia Bldg., Los Angeles, Calif., 90014, Telephone No. 688-5200.

APPENDIX

NOTICE TO EMPLOYEES
POSTED PURSUANT TO A JUDGMENT OF THE
UNITED STATES COURT OF APPEALS
ENFORCING AN ORDER OF THE

NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT assert that the wages, hours and working conditions of our employees represented by CARPENTERS UNION LOCAL 2020 OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO are those contained in a contract between the Southern California Association of Cabinet Manufacturers and the 12 Southern California Counties Mill Conference for a term extending from 1968 to 1971 or that collective bargaining for our employees represented by Local 2020 shall be conducted on a multi-employer, multi-union basis between representatives of that Association and Conference.

WE WILL NOT assert that the terms and conditions of any agreements or understandings we reach with Local 2020 covering the wages, hours and working conditions of our employees represented by Local 2020 are unlawful, void or otherwise unenforceable by virtue of any conflict between such agreements and

understandings and the terms of the 1968-1971 agreement between the Association and Conference.

WE WILL meet and bargain with Local 2020 at its request over the wages, hours and working conditions of our employees represented by it and, when and if we reach full and final settlement of all disputes over the terms and conditions of such employees' wages, hours and working conditions, we will reduce such settlement to writing and sign it.

CHARLES A. HOMES dba
HOMES & SONS
(Employer)

Date_____ By_____
(Representative) (Title)

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

Any questions concerning this Notice or compliance with its provisions, may be directed to the Board's Office, 849 South Broadway, Eastern Columbia Bldg., Los Angeles, Calif., 90014, Telephone No. 688-5200.

APPENDIX

NOTICE TO EMPLOYEES
POSTED PURSUANT TO A JUDGMENT OF THE
UNITED STATES COURT OF APPEALS
ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT assert that the wages, hours and working conditions of our employees represented by CARPENTERS UNION LOCAL 2020 OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO are those contained in a contract between the Southern California Association of Cabinet Manufacturers and the 12 Southern California Counties Mill Conference for a term extending from 1968 to 1971 or that collective bargaining for our employees represented by Local 2020 shall be conducted on a multi-employer, multi-union basis between representatives of that Association and Conference.

WE WILL NOT assert that the terms and conditions of any agreements or understandings we reach with Local 2020 covering the wages, hours and working conditions of our employees represented by Local 2020 are unlawful, void or otherwise unenforceable by virtue of any conflict between such

agreements and understandings and the terms of the 1968-1971 agreement between the Association and Conference.

WE WILL meet and bargain with Local 2020 at its request over the wages, hours and working conditions of our employees represented by it and, when and if we reach full and final settlement of all disputes over the terms and conditions of such employees' wages, hours and working conditions, we will reduce such settlement to writing and sign it.

RONALD H. SANDOVAL dba
RONDELL CABINET MFG.
(Employer)

Date_____ By_____
(Representative) (Title)

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.

This Notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

Any questions concerning this Notice or compliance with its provisions, may be directed to the Board's Office, 849 South Broadway, Eastern Columbia Bldg., Los Angeles, Calif., 90014, Telephone No. 688-5200.

APPENDIX

NOTICE TO EMPLOYEES
POSTED PURSUANT TO A JUDGMENT OF THE
UNITED STATES COURT OF APPEALS
ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT assert that the wages, hours and working conditions of our employees represented by CARPENTERS UNION LOCAL 2020 OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO are those contained in a contract between the Southern California Association of Cabinet Manufacturers and the 12 Southern California Counties Mill Conference for a term extending from 1968 to 1971 or that collective bargaining for our employees represented by Local 2020 shall be conducted on a multi-employer, multi-union basis between representatives of that Association and Conference.

WE WILL NOT assert that the terms and conditions of any agreements or understandings we reach with Local 2020 covering the wages, hours and working conditions of our employees represented by Local 2020 are unlawful, void or otherwise unenforceable by virtue of any conflict between such agreements and understandings and the terms of the

1968-1971 agreement between the Association and Conference.

WE WILL meet and bargain with Local 2020 at its request over the wages, hours and working conditions of our employees represented by it and, when and if we reach full and final settlement of all disputes over the terms and conditions of such employees' wages, hours and working conditions, we will reduce such settlement to writing and sign it.

GEORGE M. HART dba
SAN DIEGO CABINETS
(Employer)

Date_____ By_____
(Representative) (Title)

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

Any questions concerning this Notice or compliance with its provisions, may be directed to the Board's Office, 849 South Broadway, Eastern Columbia Bldg., Los Angeles, Calif., 90014, Telephone No. 688-5200.

APPENDIX

NOTICE TO EMPLOYEES
POSTED PURSUANT TO A JUDGMENT OF THE
UNITED STATES COURT OF APPEALS
ENFORCING AN ORDER OF THE

NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT assert that the wages, hours and working conditions of our employees represented by CARPENTERS UNION LOCAL 2020 OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO are those contained in a contract between the Southern California Association of Cabinet Manufactuters and the 12 Southern California Counties Mill Conference for a term extending from 1968 to 1971 or that collective bargaining for our employees represented by Local 2020 shall be conducted on a multi-employer, multi-union basis between representatives of that Association and Conference.

WE WILL NOT assert that the terms and conditions of any agreements or understandings we reach with Local 2020 covering the wages, hours and working conditions of our employees represented by Local 2020 are unlawful, void or otherwise unenforceable by virtue of any conflict between such agreements and understandings and the terms of

the 1968-1971 agreement between the Association and Conference.

WE WILL meet and bargain with Local 2020 at its request over the wages, hours and working conditions of our employees represented by it and, when and if we reach full and final settlement of all disputes over the terms and conditions of such employees' wages, hours and working conditions, we will reduce such settlement to writing and sign it.

THOMPSON CABINETS, INC.
(Employer)

Date_____ By_____
(Representative) (Title)

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

Any questions concerning this Notice or compliance with its provisions, may be directed to the Board's Office, 849 South Broadway, Eastern Columbia Bldg., Los Angeles, Calif., 90014, Telephone No. 688-5200.

APPENDIX
NOTICE TO EMPLOYEES
POSTED PURSUANT TO A JUDGMENT OF THE
UNITED STATES COURT OF APPEALS
ENFORCING AN ORDER OF THE

NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT assert that the wages, hours and working conditions of our employees represented by CARPENTERS UNION LOCAL 2020 OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO are those contained in a contract between the Southern California Association of Cabinet Manufacturers and the 12 Southern California Counties Mill Conference for a term extending from 1968 to 1971 or that collective bargaining for our employees represented by Local 2020 shall be conducted on a multi-employer, multi-union basis between representatives of that Association and Conference.

WE WILL NOT assert that the terms and conditions of any agreements or understandings we reach with Local 2020 covering the wages, hours and working conditions of our employees represented by Local 2020 are unlawful, void or otherwise unenforceable by virtue of any conflict between such agreements and understandings and the terms of the 1968-1971

agreement between the Association and Conference.

WE WILL meet and bargain with Local 2020 at its request over the wages, hours and working conditions of our employees represented by it and, when and if we reach full and final settlement of all disputes over the terms and conditions of such employees' wages, hours and working conditions, we will reduce such settlement to writing and sign it.

CROSS CABINET & DOOR COMPANY
(Employer)

Date_____ By_____
(Representative) (Title)

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

Any questions concerning this Notice or compliance with its provisions, may be directed to the Board's Office, 849 South Broadway, Eastern Columbia Bldg., Los Angeles, Calif., 90014, Telephone No. 688-5200.

APPENDIX

NOTICE TO EMPLOYEES
POSTED PURSUANT TO A JUDGMENT OF THE
UNITED STATES COURT OF APPEALS
ENFORCING AN ORDER OF THE

NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT assert that the wages, hours and working conditions of our employees represented by CARPENTERS UNION LOCAL 2020 OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO are those contained in a contract between the Southern California Association of Cabinet Manufacturers and the 12 Southern California Counties Mill Conference for a term extending from 1968 to 1971 or that collective bargaining for our employees represented by Local 2020 shall be conducted on a multi-employer, multi-union basis between representatives of that Association and Conference.

WE WILL NOT assert that the terms and conditions of any agreements or understandings we reach with Local 2020 covering the wages, hours and working conditions of our employees represented by Local 2020 are unlawful, void or otherwise unenforceable by virtue of any conflict between such agreements and understandings and the terms of the 1968-1971

agreement between the Association and Conference.

WE WILL meet and bargain with Local 2020 at its request over the wages, hours and working conditions of our employees represented by it and, when and if we reach full and final settlement of all disputes over the terms and conditions of such employees' wages, hours and working conditions, we will reduce such settlement to writing and sign it.

D&G CABINETS, INC.
(Employer)

Date_____ By_____
(Representative) (Title)

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

Any questions concerning this Notice or compliance with its provisions, may be directed to the Board's Office, 849 South Broadway, Eastern Columbia Bldg., Los Angeles, Calif., 90014, Telephone No. 688-5200.

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD, Petitioner, v. GEORGE M. HART dba SAN DIEGO CABINETS, ALLEN M. HOMES and CHARLES A. HOMES dba A.M. HOMES PRE-HUNG DOORS; and HOMES & SONS, THOMPSON CABINETS, INC., CROSS CABINET & DOOR COMPANY, RONALD H. SANDOVAL dba RONDELL PARKINSON CABINET SHOP, and KITCHEN CABINETS, INC., Respondents.	)	No. 71-1021

CERTIFICATE OF SERVICE

The undersigned certifies that one copy of the Board's proposed judgment in the above-captioned case has this day been served by air-mail upon the following counsel at the addresses listed below:

Richard Fenton, Esq.
2975 Wilshire Boulevard
Los Angeles, Califonria 90005

Kaminar, Sorbo, Andreen & Thorn
Att: L. William McGrath &
Robert E. Andreen, Esqs.
U.S. National Bank Building
1010 Second Avenue
San Diego, California 92120

/s/ Marcel Mallet-Prevost
Marcel Mallet-Prevost
Assistant General Counsel
NATIONAL LABOR RELATIONS BOARD

Dated at Washington, D.C.

December 2, 1971